LIMITED WARRANTY



Stand-Safe offers a one-time product replacement warranty that guarantees all mats will be free of manufacturing defects for for the lifetime of the product, subject to the terms and conditions set out herein. Stand-Safe does not authorize any other person to give any other warranties on Stand-Safe's behalf.

WARRANTY ELIGIBILITY REQUIREMENTS

This Limited Warranty applies only if:

- 1. The Products have been properly installed and maintained in accordance with Stand-Safe's Installation and Maintenance Guide and are subject to normal use.
- 2. The "Normal Use" of the Products by the Customer is defined as regular use of standing employees.

WARRANTY COVERAGE

This Limited Warranty covers defects in the materials and workmanship of the Products that arise out of the Normal Use of the Products, which may include defects in the functional integrity of matting (including leg structure).

This Limited Warranty shall not apply to:

- 1. Regular wear and tear of the Products; or
- 2. Defects, damage or failure resulting from the Products having been misused, mishandled, improperly maintained, neglected or repaired without Stand-Safe's prior written approval.

If any Product proves defective during the Warranty Period and the Customer has complied with all of the terms and conditions contained herein, Stand-Safe shall, at its option, repair, replace or refund the defective Products in question at no charge to the Customer, excluding all related freight, shipping, duties, removal and installation costs. In the event that Stand-Safe decides to refund the Customer, the amount of the refund shall not exceed the lesser of (i) the replacement cost of the Products, or (ii) the purchase price paid for the Products by the Customer.

Stand-Safe reserves the right to inspect, or have an Authorized Representative inspect, any defective Products in place prior to any Product repair or replacement. Stand-Safe may, in its sole discretion, void this Limited Warranty in the event that the Products are removed or modified prior to an inspection.

SUBMITTING A WARRANTY CLAIM

To obtain service under this Limited Warranty, the Customer must, during the Warranty Period and not later than 30 days after the date on which the defect was or reasonably ought to have been discovered (i) provide Stand-Safe with a written notice of any alleged defect and (ii) send photographs of the defective Products to Stand-Safe at info@Stand-Safe.com

LIMITATION OF LIABILITY AND DISCLAIMER

Stand-Safe's liability with respect to the Products shall be limited to this Limited Warranty. Neither Stand-Safe nor the Authorized Representatives shall have any other obligations or liabilities, whether arising out of breach of contract, warranty, tort (including negligence and strict liability), or other causes of action, with respect to the Products or any related services, including, without limitation, property damage, death or personal injury, damages, penalties, incidental, consequential, special, and indirect or punitive damages, lost profits or revenues, down time, shut down or slow down costs, or any other types of economic loss, whether or not Stand-Safe or the Authorized Representatives are aware or advised of the possibility of such losses.

GENERAL TERMS

This Limited Warranty constitutes the entire agreement between Stand-Safe and the Customer pertaining to the warranty for and liability relating to the Products and supersedes all other agreements, understandings, negotiations, representations and warranties, whether oral or written, of the parties. All terms and conditions contained in any prior oral or written communication, whether from Stand-Safe, the Authorized Representatives or the Customer, which are different from or in addition to this Limited Warranty are hereby rejected and shall not be binding on Stand-Safe or Ergo Advantage Inc.

This Limited Warranty shall be construed in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein. Without regard to conflicts of laws principles, the Customer hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario. For more information, please visit <u>www.Stand-Safe.com</u> or contact us at <u>info@Stand-Safe.com</u>